REMARKS

Petition for Extension of Time Under 37 CFR 1.136(a)

It is hereby requested that the term to respond to the Examiner's Action of October 15, 2008 be extended two months, from January 15, 2009 to March 16, 2009 (March 15 being a Sunday).

The Commissioner is hereby authorized to charge the extension fee, and any additional fees associated with this communication to Deposit Account No. 50-4364.

In the Office Action, the Examiner indicated that claims 1 through 22 are pending in the application and the Examiner rejected all of the claims.

The §112 Rejection

On page 3 of the Office Action, the Examiner rejected claims 1 and 12 under 35 U.S.C. §112, first paragraph, as failing to comply with the enablement requirement. Applicant respectfully traverses this rejection.

The Examiner has rejected the subject-matter of claims 1 and 12 in paragraph 6 of the Office Action asserting that the most recent amendments lack support in the description. However, the Examiner has interpreted the amended claims as reciting that the structured naming convention "uniquely identifies the service *instance*". However, this is not what the amendment to the claim recites. The term "instance" is nowhere used and nowhere implied.

The Examiner's confusion may arise from the recitation that a structured naming convention both uniquely identifies the service itself and uniquely identifies the service as a service from a particular vendor. This amendment was made to distinguish over the situation where a single identity field is used to uniquely identify a service. If it would make things

1144502.1 3/16/09

clearer, applicant would be agreeable to making a clarifying amendment to recite "a structured naming convention that both uniquely identifies the service and uniquely identifies the service as a service from a particular vendor". If the Examiner believes that removing the term "itself" will clear things us and overcome the rejection, applicant authorizes that such an amendment be made.

Rejections under 35 U.S.C. §103

On page 4 of the Office Action, the Examiner rejected claims 1-8, 10, 12-19 and 21 under 35 U.S.C. §103(a) as unpatentable over Raj Srinivasan ("RFC 1833: Binding Protocols for ONC PRC Version 2", hereinafter "Srinivasan") in view of U.S. Patent Application Publication No. 2005/0021594 to Bernardin (hereinafter "Bernardin"), and further in view of IBM TDB ("Remote propagation of Activity Service customized properties/Customisation of Activity Service use of Property Groups," hereinafter "IBM"). On page 8 of the Office Action, the Examiner rejected claims 9 and 20 under 35 U.S.C. §103(a) as being unpatentable over Srinivasan, Bernardin and IBM and further in view of U.S. Patent No. 6,842,903 to Weschler, (hereinafter "Weschler"). On page 9 of the Office Action, the Examiner rejected claims 9 and 20 under 35 U.S.C. §103(a) as being unpatentable over Srinivaasan, Bernardin, and IBM and further in view of U.S. Patent No. 6,289,392 to Bugbee (hereinafter "Bugbee"). On page 10 of the Office Action, the Examiner rejected claims 11 and 22 under 35 U.S.C. §103(a) as being unpatentable over Srinivasan, Bernardin and IBM, and further in view of Simson Garfinkel et al. ("Practical UNIX & Internet Security", hereinafter "Garfinkel"). On page 11 of the Office Action, the Examiner rejected claims 11 and 22 under 35 U.S.C. §103(a) as being unpatentable

over Srinivasan, Bernardin and IBM, and futher in view of U.S. Patent Application Publication

No. 2004/0054690 to Hillerbrand et al. (hereinafter "Hillerbrand").

The Present Invention

      As exemplified by present independent claim 1, the present invention is a method of

enabling a client, running on a first computing device that is connected to a second computing

device, to use a service on that second computing device, comprising the steps of:

      (a)   a service, installed on the second computing device, registering its published

name with a service broker on that second computing device; and

      (b)   the client sending a message to the service broker specifying the name of the

service,

      wherein the published name of the service conforms to a structured naming

convention that both uniquely identifies the service itself and uniquely identifies the service

as a service from a particular vendor, but without specifying the connection point address of

that service, to enable the service broker to start up the service without the risk of a clash.

      Services installed on a computing device register their published name, which conforms

to a structured naming convention, such as reversed domain information, with a 'service broker'

on that device. The service broker uses a single well-known port number address. When an

external client, connected to the computing device that has a service broker, wants to use a

service on that computing device, it sends a message to the service broker using the well known

port number. The message specifies the name of the desired server and requests that the service

broker inform it of the appropriate connection point (e.g. port number) to use. There is no dependency on port numbers or unstructured and arbitrary naming conventions.

KSR (*KSR International Co. v. Teleflex Inc.,* 127 S. Ct. 1727, 82 USPQ2d 1385 (2007) requires that an Examiner provide "some articulated reasoning with some rationale underpinning to support the legal conclusion of obviousness." Further, an Examiner must "identify a reason that would have prompted a person of ordinary skill in the relevant field to combine the elements in the way the claimed new invention does," In addition, the Examiner must make "explicit" this rationale of "the apparent reason to combine the known elements in the fashion claimed," including a detailed explanation of "the effects of demands known to the design community or present in the marketplace" and "the background knowledge possessed by a person having ordinary skill in the art."

Under paragraph 8 and, in particular, the first full paragraph of page 6 of the Office Action, the Examiner states that the IBM document "teaches that the published name of the service conforms to a structured naming convention that uniquely identifies the service itself and uniquely identifies the service as a service from a particular vendor".

The applicant respectfully disagrees. The IBM document does not disclose a naming convention, as stated by the Examiner. Instead the IBM document relates to the customisation of a particular service in a particular execution domain. Under the heading "The Solution", the IBM document states that, "These names are ensured to be unique for each HLS in an execution domain if a java package name is used as the service name". What is clear is that the name is only unique within a particular execution domain and doesn't serve to uniquely identify a *service* as recited in claim 1. The teaching of the IBM document does

not differ from the known java package naming convention which was previously dealt with in the Jini context (the previously relied on Venners citation).

It is submitted that the Examiner has misunderstood the disclosure of the IBM document. The implementation_specific_data field of the IBM document is used by a server to determine whether customisation data is to be used for that execution context. It is not a naming convention that both uniquely identifies the service and uniquely identifies the service as a service from a particular vendor, as is claimed herein.

In the third paragraph of page 5 of the Office Action, the Examiner admits that the Srinivasan document does not explicitly disclose the service broker starting up the service. In an attempt to supply this missing teaching from another source, the Examiner relies on the Benardin disclosure and points to paragraph 202 of Bernardin. However, there is no disclosure that the service broker (presumably the Grid Server Manager) starts up the services. Bernardin does state that "Services posted in the grid server environment are virtualised–provisioned dynamically on engines at the behest of the Grid Server Manager to satisfy demand". This does not state that the Grid Server Manager starts the services but is a reference to the virtualisation of the services, i.e. providing an execution environment for those services.

Therefore, the combination of Bernardin and Srinivasan neither teaches nor suggests the claimed invention.

Further, the Examiner justifies citing Benardin and Srinivasan together with the statement that they are both concerned with the same field of endeavour as both deal with service registration. It is noted however that the preamble to current claim 1 recites a method

of enabling a client to use a service on a second computing device. It is therefore submitted that the current invention is concerned not only with registering, but also with finding and using services. Benardin, on the other hand, is concerned with translating and importing existing client-server applications to grid platforms without the need for extensive modification (see paragraph [0004]). This is a significantly different field of endeavour.

It is submitted that the prior art cited by the Examiner, either alone or in combination, does not disclose the claimed invention of a naming convention which uniquely identifies the service and identifies the service as a service from a particular vendor, or that the service broker starts up the service. It appears that the Examiner is using a patchwork of loosely related prior art in an attempt to weave together all of the features found in the independent claims, without providing a reasonable basis for combining them to achieve the claimed invention.

Regarding claims 7 and 18, the Examiner has pointed to page 9 of Srinivasan at paragraphs 2 to 4. However, the citation from Srinivasan concerns registration, whereas claims 7 and 18 relate to whether or not a service is restarted if a service is required more than once. Therefore, these claims relate to starting and stopping the service and not to the registration of the service; thus, the Examiner's reliance on Srinivasan with regard to rejection the claims is misplaced.

Applicant has added new claim 23 for the Examiner's consideration. This new independent claim recites that the service used by the client running on the first computing device is one of a plurality of services provided by corresponding socket servers. The basis

for this amendment is found in paragraph 23 of the application as published. The cited prior art documents relied on by the Examiner do not relate to socket services.

Conclusion

The present invention is not taught or suggested by the prior art. Accordingly, the Examiner is respectfully requested to reconsider and withdraw the rejection of the claims. An early Notice of Allowance is earnestly solicited.

The Commissioner is hereby authorized to charge any fees associated with this communication to applicant's Deposit Account No. 50-4364.

Respectfully submitted

March 16, 2009
Date

/Mark D. Simpson/
Mark D. Simpson, Esquire
Registration No. 32,942

SAUL EWING LLP
Centre Square West
1500 Market Street, 38th Floor
Philadelphia, PA 19102-2189
Telephone: 215 972 7880
Facsimile: 215 972 4169
Email: MSimpson@saul.com

1144502.1 3/16/09